

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0008		3. EFFECTIVE DATE April 6, 2005		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)					
6. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer / Symbol: Leslie Simpson / DESC-APE Phone: (703) 767-8536 Fax: (703) 767-8757 Email: Leslie.Simpson@dla.mil Purchase Program 8.1		CODE SP0600		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,St		9a. AMENDMENT OF SOLICITATION NO. SP0600-05-R-0402			
BIDDER CODE:		CAGE CODE:		9b. DATED (SEE ITEM 11) January 6, 2005	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended _____ Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p style="text-align: center;">(SEE CONTINUATION PAGE)</p>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER JAMES V. SHILLINGFORD			
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED	

The subject solicitation is hereby updated to reflect the following changes:

1. Part I (2)(b)(6), Invoice and Payment has been removed from the solicitation:

(6) UDC "pass through" charges for UDC services broken out in detail for each account in a manner consistent with RES/UDC arrangements and ICC requirements.

2. Part I (9), Electricity Pricing for Quantities Outside Established Load Bandwidth (Illinois) has been revised to the following:

9. ELECTRICITY PRICING FOR QUANTITIES OUTSIDE ESTABLISHED LOAD BANDWIDTH (ILLINOIS)

NOTE: THIS CLAUSE ONLY APPLIES TO ACCOUNTS WITH INTERVAL METERS ONLY AND DOES NOT APPLY TO THE FERMI RETAIL BLOCK PURCHASE OPTION.

(a) The Government may consume electricity within the allowable variance in consumption specified in the contract (bandwidth) without adjustment to the contract price. For each line item, applicable bandwidth is the range from 10 percent above to 10 percent below (for Jun through Sep meter read dates (summer months)) and from 30 percent above to 30 percent below (for Oct through May meter read dates (non-summer months)) the estimate of consumption included in the Installation Data Spreadsheets for the line item for that month. If, in any month, consumption of electricity falls outside the contract bandwidth for any line item, there shall be an adjustment to the contract price. The adjustment methodology is specified below.

(b) If, in any month, an Energy Deficiency occurs, an Energy Deficiency Adjustment shall be made. **Energy Deficiency** is the amount in kilowatt hours (kWh) by which consumption of electricity falls below the lower limit of the contract bandwidth for an installation for a month. **Energy Deficiency Adjustment** means the charge or credit calculated each monthly billing period for the Energy Deficiency. The Energy Deficiency Adjustment equals the Energy Deficiency times the contract price in cents per kWh minus the Average Market Price for the month. The **Average Market Price for a month** is the sum of Daily Market Prices for that month divided by the number of days during the month. A **Daily Market Price** shall be determined as follows: (1) the hourly Real-Time LMP values for the NI Hub or the ComEd Zone as posted on PJM's website [Suppliers MUST indicate preference prior to award] will be averaged over the on-peak and off-peak hours of the day to calculate an average on-peak and off-peak value for that day; (2) the average on-peak and off-peak average values as calculated in (1) will be weighted by the number of on-peak and off-peak hours in the day (as defined by PJM) to calculate the Daily Market Price.

Expressed as a formula, the Energy Deficiency Adjustment is

$EDA = ED \times (CP - AMP)$ where--

EDA is the Energy Deficiency Adjustment, in dollars

ED is the Energy Deficiency, in kWh

CP is the contract price, in dollars per kWh

AMP is the Average Market Price, in dollars per kWh

The Energy Deficiency Adjustment shall be calculated following the monthly billing period in which the energy was consumed and included on the next monthly invoice. If the result is a positive number, then the Energy Deficiency Adjustment will be a charge to the customer; if the result is a negative number, then the Energy Deficiency Adjustment will be a credit to the customer.

(c) If, in any month, Excess Energy is consumed, an Excess Energy Adjustment shall be made. **Excess Energy** is the amount of electricity consumed above the upper limit of the contract bandwidth for an installation for a month. **Excess Energy Adjustment** means the charge calculated each monthly billing period for the Excess Energy. The Excess Energy Adjustment equals the Excess Energy times the Average Market Price in cents per kWh for the month minus the Contract Price in cents per kWh plus an **adder of 3 mills per kWh**. The **Average Market Price** for a month is the sum of the Daily Market Prices for that month divided by the number of days during the month. A **Daily Market Price** shall be determined as follows: (1) the hourly Real-Time LMP values for the NI Hub or the ComEd Zone as posted on PJM's website [Suppliers MUST indicate preference prior to award] will be averaged over the on-peak and off-peak hours of the day to calculate an average on-peak and off-peak value for that day; (2) the average on-peak and off-peak average values as calculated in (1) will be weighted by the number of on-peak and off-peak hours in the day (as defined by PJM) to calculate the Daily Market Price.

Expressed as a formula, the Excess Energy Adjustment is

$EEA = (EE (AMP - CP + 0.003))$, where--

EEA is the Excess Energy Adjustment, in dollars

EE is the Excess Energy, in kWh

CP is the contract price, in dollars per kWh

AMP is the Average Market Price, in dollars per kWh

The Excess Energy Adjustment shall be calculated following the monthly billing period in which the energy was consumed and included on the next monthly invoice. If the EEA is positive then it will be a charge to the customer. If the EEA is negative then it will be a credit to the customer.

1801.100 (DESC AUG 2003)

3. All other terms and conditions remain unchanged and in full force and effect.